

RECORDING REQUESTED
BY AND WHEN RECORDED
RETURN TO:

Director
Los Angeles County
Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, CA 90292

MEMORANDUM OF LEASE AMENDMENT NO. 2 TO LEASE NO. 25740 -
PARCEL 134R - MARINA DEL REY

This Memorandum of Lease Amendment ("Memorandum") is made as of January 24, 1995, by the County of Los Angeles ("County") and Commodore Club, Inc., a California Corporation (Commodore) who agrees as follows:

1. County and Commodore are parties under that certain Lease No. 25740, by and between the County, as lessor, and Commodore, as lessee, ("Lease").

2. The Lease affects the property described in Exhibit A to the Amended Lease as Parcel 134R, Marina del Rey, Los Angeles County, California ("Premises").

3. The Lease has been further modified by an unrecorded lease amendment executed by the parties on January 24, 1995 (Second Amendment).

4. The Second Amendment modifies the Lease by changing the ground rent and liability insurance limits.

5. This Memorandum is not intended to change any terms of the Lease, as amended by the Second Amendment, and therefore, any inconsistency between the two documents shall be resolved by recognizing the Lease, as amended by the Second Amendment, as the prevailing document.

"LESSEE"

COMMODORE CLUB, INC., a
California corporation

By: _____

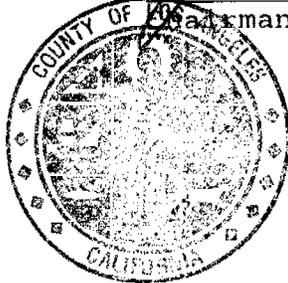
Its: _____

COUNTY OF LOS ANGELES

ATTEST: JOANNE STURGES
EXECUTIVE OFFICER -
CLERK OF THE BOARD OF SUPERVISORS

By: Jannette M. Smith Deputy

By: Gloria Molina
Chairman, Board of Supervisors



APPROVED AS TO FORM

DeWitt W. Clinton
County Counsel

By: Robert W. Rodolf
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

08

JAN 24 1995

Joanne Sturge
JOANNE STURGES
EXECUTIVE OFFICER

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this 31st day of August, ¹⁹⁹⁴~~1993~~, before me, BILLIE A. CHANCELLOR personally appeared LLOYD W. TABER, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for the
State of California



CERTIFICATE OF EXECUTIVE OFFICER-CLERK

On this _____ day of _____, 1994, pursuant to Section 25103 of the Government Code, the undersigned Executive Officer-Clerk of the Board of Supervisors, certifies that on this date a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

Joanne Sturges
Executive Officer-Clerk
of the Board of Supervisors

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 1994, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

{SEAL}

Notary Public in and for the
State of California

AMENDMENT NO. 2 TO LEASE NO. 25740
PARCEL NO. 134R - MARINA DEL REY

THIS AMENDMENT TO LEASE is made and entered into this
24th day of January, 1995 (the "Effective Date"),

By and Between

COUNTY OF LOS ANGELES
hereafter referred to
as "COUNTY",

And

COMMODORE CLUB, INC., a
California corporation,
hereafter referred to as
"LESSEE".

WHEREAS, Lessee and County entered into Lease No. 25740 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 134R, which leasehold premises are more particularly and legally described in Exhibit "A" (the "Premises") attached to and incorporated in said lease, as amended (the lease and all amendments collectively hereafter referred to as the "Lease"); and

WHEREAS, the lease requires that rents be adjusted periodically; and

WHEREAS, the parties hereto have reached an agreement with respect to such adjusted rents.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the parties, and each of them agree that the Lease is hereby amended as follows:

1. Current Rent

(a) Commencing on August 1, 1993, the first paragraph of Section 12 of the Lease is amended to read as follows:

"The annual square foot rental for the whole of the Premises herein demised shall be \$25,394.61 for the period August 1, 1993, through July 31, 1996; 75% of all rent paid for the prior three years (i.e., 8/1/93 - 7/31/96) for the period August 1, 1996, through July 31, 1999; and 75% of all rent paid for the prior three years (i.e., 8/1/96 - 7/31/99) for the period August 1, 1999, through July 31, 2003."

(b) Commencing on August 1, 1993, the following subsections are substituted for the corresponding subsections in Section 13 (PERCENTAGE RENTALS) of the Lease:

"(c) (iii) ELEVEN percent (11%) of gross receipts or other fees charged for the occupancy of offices utilized for banking, financial or investment activities, internal clerical or administrative activities of business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, or similar professional services (collectively, "Offices"), but not to include, however, stores, shops or other commercial establishments, the gross receipts pertaining to which are subject to percentage rentals and specifically required to be reported under other subsections of this section. Effective August 1, 1998, the rate herein specified shall be increased to TWELVE AND ONE-HALF percent (12.5%)."

"(e) TEN percent (10%) of commissions or other fees earned from brokerage, car rental agencies, marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage, telephone service charges, laundry and dry cleaning commissions and other similar activities where

earnings are normally on a commission basis when said activity is approved in advance by Director."

2. Liability Insurance

Commencing August 1, 1993, the liability insurance limit shall be no less than a combined limit of \$3,000,000.

3. Miscellaneous

Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges their respective obligations under the Lease as amended hereby.

"LESSEE":

COMMODORE CLUB, INC., a
California Corporation

By: Lloyd M. M...

COUNTY OF LOS ANGELES

By: Norma Kolb...

Chairman, Board of
Supervisors

ATTEST: JOANNE STURGES
EXECUTIVE OFFICER -
CLERK OF THE BOARD OF SUPERVISORS

Jannette M. Coaulte, Deputy



APPROVED AS TO FORM:

DeWitt W. Clinton,
County Counsel

By: Robert W. Rodolf

Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

02

JAN 24 1995

Joanne Sturge
JOANNE STURGES
EXECUTIVE OFFICER